

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
PROCUREMENT
2675 N. Main, P. O. Box 160
Sikeston, MO 63801**

REQUEST NO.	B10-10266-TB
DATE	September 9, 2009
PAGE NO.	1
NO. OF PAGES	20

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 p.m. C.S.T, September 14, 2009

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET
FOR OPENING.

BUYER: Tammy Baker
BUYER EMAIL:
tammy.baker@modot.mo.gov

BUYER TELEPHONE: 573-472-5369

Scope of Service

To establish a contract with a certified provider for the inspection, maintenance, **(include pricing for listed parts only)** and testing of approximately 326 fire extinguishers throughout various MoDOT facilities. All fire extinguishers serviced must meet State and City Codes and all of the National Fire Protection Association, Standard for Portable Fire (NFPA).

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
Is your firm WBE certified? ☐ Yes ☐ No

PRICING

Pricing must include all cost associated with but not limited to annual inspections, maintenance (include pricing for listed parts only), and testing at designated locations of approximately 326 fire extinguishers.

ITEM BY ITEM MULTIPLE AWARD

ARBYRD	DUNKLIN	MAINTENANCE BUILDING	7786 CO RD 610	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	
BRAZEAU	PERRY	MAINTENANCE BUILDING	13295 HWY C	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	

CAPE GIRARDEAU	SCOTT	MAINTENANCE BUILDING	3359 EAST OUTER RD N	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				
CHARLESTON	MISSISSIPPI	MAINTENANCE BUILDING	6712 N OUTER RD	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

DELTA	CAPE GIRARDEAU	MAINTENANCE BUILDING	16894 STATE HWY 25, CHAFFEE MO 63740	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

DEXTER	STODDARD	MAINTENANCE BUILDING	1111 HICKORY LOG DR	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

EAST PRAIRIE	MISSISSIPPI	MAINTENANCE BUILDING	4450 S HWY 105	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

FREDERICKTOWN	MADISON	MAINTENANCE BUILDING	1001 MADISON 200	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

HAYTI	PEMISCOT	MAINTENANCE BUILDING	492 MO STATE OUTER RD	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

JACKSON	CAPE GIRARDEAU	MAINTENANCE BUILDING	200 HWY Y	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

JACKSON	CAPE GIRARDEAU	PROJECT OFFICE	198 STATE HWY Y	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for r5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

KENNETT	DUNKLIN	MAINTENANCE BUILDING	1600 SOUTHWEST DR	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance fo r5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

KENNETT	DUNKLIN	PROJECT OFFICE	1121 HOMECREST ST	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	

KEWANEE	NEW MADRID	MAINTENANCE BUILDING	RT W	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	

MALDEN	DUNKLIN	MAINTENANCE BUILDING	4005 N DOUGLAS	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

MARBLE HILL	BOLLINGER	MAINTENANCE BUILDING	RT 2 BOX 1655	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

MARQUAND	MADISON	MAINTENANCE BUILDING	6825 ST HWY A	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

NAYLOR	RIPLEY	MAINTENANCE BUILDING	Rte. 142, 1.0 Mile N. of Rte. H	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PARK HILLS	ST. FRANCOIS	MAINTENANCE BUILDING	2240 CONWAY RD	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PARK HILLS	ST. FRANCOIS	PROJECT OFFICE	105 INDUSTRIAL DRIVE	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PATTON	BOLLINGER	MAINTENANCE BUILDING	RT 1 BOX 2490	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PERRYVILLE	PERRY	MAINTENANCE BUILDING	754 LAKE DRIVE	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PIEDMONT	WAYNE	MAINTENANCE BUILDING	RTE 2 BOX 2636A	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

POPLAR BLUFF	BUTLER	MAINTENANCE BUILDING	2568 HWY 67 N	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

POPLAR BLUFF	BUTLER	PROJECT OFFICE	2910 BARRON RD	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				
PORTAGEVILLE	NEW MADRID	MAINTENANCE BUILDING	407 ST HWY 162 E	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

PUXICO	STODDARD	MAINTENANCE BUILDING	240 HWY 51 S	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

QULIN	BUTLER	MAINTENANCE BUILDING	13148 HWY 53	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

SIKESTON	SCOTT	MAINTENANCE BUILDING	111 EDWARDS ST	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	
SIKESTON	SCOTT	OFFICE COMPLEX	2675 N MAIN	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	

SIKESTON	SCOTT	GENERAL SERVICES	2675 N MAIN, BLDG B	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	
SIKESTON	SCOTT	PROJECT OFFICE	2675 N MAIN, BLDG C	
			Annual Service for 5 lb. Dry Chemical	
			Annual Service for 10 lb. Dry Chemical	
			Annual Service for 20 lb. Dry Chemical	
			Refills for 5 lb. Dry Chemical	
			Refills for 10 lb. Dry Chemical	
			Refills for 20 lb. Dry Chemical	
			6 year maintenance for 5 lb. Dry Chemical	
			6 year maintenance for 10 lb. Dry Chemical	
			6 year maintenance for 20 lb. Dry Chemical	
			Hydro Test for 5 lb. Dry Chemical	
			Hydro Test for 10 lb. Dry Chemical	
			Hydro Test for 20 lb. Dry Chemical	
			Price of 5 lb. O Ring	
			Price of 10 lb. O Ring	
			Price of 20 lb. O Ring	
			Price of 5 lb. Collar Neck Ring	
			Price of 10 lb. Collar Neck Ring	
			Price of 20 lb. Collar Neck Ring	
			Price of Haz Mat Label	

SILVA	WAYNE	MAINTENANCE BUILDING	301 MAIN ST	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

STE. GENEVIEVE	STE. GENEVIEVE	MAINTENANCE BUILDING	17651 HWY 32	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

STEELE	PEMISCOT	MAINTENANCE BUILDING	158 SOUTH OUTER RD	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				
WILLIAMSVILLE	WAYNE	MAINTENANCE BUILDING	RT A .5 MILE N RT 149	
Annual Service for 5 lb. Dry Chemical				
Annual Service for 10 lb. Dry Chemical				
Annual Service for 20 lb. Dry Chemical				
Refills for 5 lb. Dry Chemical				
Refills for 10 lb. Dry Chemical				
Refills for 20 lb. Dry Chemical				
6 year maintenance for 5 lb. Dry Chemical				
6 year maintenance for 10 lb. Dry Chemical				
6 year maintenance for 20 lb. Dry Chemical				
Hydro Test for 5 lb. Dry Chemical				
Hydro Test for 10 lb. Dry Chemical				
Hydro Test for 20 lb. Dry Chemical				
Price of 5 lb. O Ring				
Price of 10 lb. O Ring				
Price of 20 lb. O Ring				
Price of 5 lb. Collar Neck Ring				
Price of 10 lb. Collar Neck Ring				
Price of 20 lb. Collar Neck Ring				
Price of Haz Mat Label				

CONTRACTUAL REQUIREMENTS

The contract shall commence from the date of award with up to three (3) one-year renewal option periods. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Renewal options are at the sole discretion of MoDOT. In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse. No price increase shall be granted during the first 6 months of the original contract period, or if applicable, first 6 months of a contract period for renewal.

In the event that MoDOT exercises its options to renew the contract for three (3) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that MoDOT does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period _____ % of Maximum increase or
% of Minimum decrease

Second Renewal Period _____ % of Maximum increase or
% of Minimum decrease

Third Renewal Period _____ % of Maximum increase or
% of Minimum decrease

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

EXHIBIT (A)
MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Veteran Information

Business Information

Service-Disabled Veteran's Name, (Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Officer and must be adhered to. If time varies on different items, the Bidder/Officer shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Officer will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Officer agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): Bollinger, Butler, Cape Girardeau, Dunklin, Madison, Mississippi, New Madrid, Pemiscot, Ripley, Scott, Stoddard, Wayne, Perry, St. Francois, and Ste. Genevieve. The Annual Wage Order #16 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.
Permits, Licenses and Safety Issues
- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "Item By Item" basis using the "lowest and best" principle of award.
Failure to Execute Contract

Prohibition Of Employment Of Unauthorized Aliens:

Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.